

Exhibit 1



DECLARATION OF TANYA ZEIF

1. I am a Records Request Processor at the Internet Archive. I make this declaration of my own personal knowledge.
2. The Internet Archive is a website that provides access to a digital library of Internet sites and other cultural artifacts in digital form. Like a paper library, we provide free access to researchers, historians, scholars, and the general public. The Internet Archive has partnered with and receives support from various institutions, including the Library of Congress.
3. The Internet Archive has created a service known as the Wayback Machine. The Wayback Machine makes it possible to browse more than 450 billion pages stored in the Internet Archive's web archive. Visitors to the Wayback Machine can search archives by URL (i.e., a website address). If archived records for a URL are available, the visitor will be presented with a display of available dates. The visitor may select one of those dates, and begin browsing an archived version of the Web. Links on archived files in the Wayback Machine point to other archived files (whether HTML pages or other file types), if any are found for the URL indicated by a given link. For instance, the Wayback Machine is designed such that when a visitor clicks on a hyperlink on an archived page that points to another URL, the visitor will be served the archived file found for the hyperlink's URL with the closest available date to the initial file containing the hyperlink.
4. The archived data made viewable and browseable by the Wayback Machine is obtained by use of web archiving software that automatically stores copies of files available via the Internet, each file preserved as it existed at a particular point in time.
5. The Internet Archive assigns a URL on its site to the archived files in the format `http://web.archive.org/web/[Year in yyyy][Month in mm][Day in dd][Time code in hh:mm:ss]/[Archived URL]` aka an "extended URL". Thus, the extended URL `http://web.archive.org/web/19970126045828/http://www.archive.org/` would be the URL for the record of the Internet Archive home page HTML file (`http://www.archive.org/`) archived on January 26, 1997 at 4:58 a.m. and 28 seconds (1997/01/26 at 04:58:28). The date indicated by an extended URL applies to a preserved instance of a file for a given URL, but not necessarily to any other files linked therein. Thus, in the case of a page constituted by a primary HTML file and other separate files (e.g., files with images, audio, multimedia, design elements, or other embedded content) linked within that primary HTML file, the primary HTML file and the other files will each have their own respective extended URLs and may not have been archived on the same dates.



archive.org

6. Attached hereto as Exhibit A are true and accurate copies of browser screenshots of the Internet Archive's records of the archived files for the URLs and the dates specified in the attached coversheet of each screenshot.
7. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

DATE: January 23, 2025

Tanya Zeif
Tanya Zeif

EXHIBIT A

<https://web.archive.org/web/20150428080404/https://www.shopify.com/partners/terms>

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Start your free 14-day trial of Shopify

Email address You'll use this to log into your store Password Go with something secure you can remember Your store name Don't worry, you can change your store name later

Partner Program Agreement

The following is a list of our complete terms and conditions that apply to all members of the Shopify Partner Program “the Agreement”, as between Shopify and the Partner (together, “the Parties”). Please read this agreement in its entirety.

By submitting the application form or linking to the shopify partner program website you are deemed to have agreed to be bound to the terms and conditions set out in this agreement.

Everyday language summaries are provided for your benefit and are not legally binding. Please read the “Partner Program Agreement” for the complete picture of your legal requirements. By using Shopify or any Shopify services, you are agreeing to these terms. Be sure to occasionally check back for updates.

1. Definitions

1.1. Acquisition

Shall mean a monetary transaction made by a Lead who opens a Shopify account and conducts transactions on our platform.

1.2. Partner

Shall mean an entity that has agreed to the terms of the Partner Program herein to work with Shopify to promote the Service by (a) referring clients to Shopify; (b) developing Shopify store themes for merchant use; and/or (c) developing apps using the Shopify Application Interface (API) for merchant use.

1.3. Creative

Shall mean any marketing and/or promotional materials relating to Shopify and/or Shopify brands that are promoted by Shopify and Shopify Related Entities as Shopify deems necessary or appropriate.

1.4. Confidential Information

Shall include, but shall not be limited to, any and all information associated with the other Party’s business and not publicly known, including, the contents of this Agreement, specific trading information, technical processes and formulas, source codes, customer lists, prospective customer lists, names, addresses and other information regarding customers and prospective customers, product designs, sales, costs, and other unpublished financial information, business plans and marketing data, and any other confidential and proprietary information, whether or not marked as confidential or proprietary.

1.5. The Service

Refers to the Shopify software platform available via the Shopify website and any associated websites including www.shopify.info, www.shopify.com, and any others.

1.6. Lead

Shall mean any unique user that has registered for a paid Shopify account introduced by a Shopify Partner that actively promoted the Platform. A Lead cannot be a store opened and/or owned by a Shopify Partner and for which that partner seeks commissions or compensation pursuant to this Agreement.

1.7. Malware and Spyware

Relates to the use of pop-up banners that hide banners that are displayed on a website, the placement of icons beside keywords found in text that if clicked will take the visitor to another website, and other similar practices.

1.8. Names and Trademarks

Refers to any names and/or trademarks or any other protected marks associated with the Shopify service and Shopify Inc.

1.9. Opt-in List

Shall mean the list of emails where the individuals on the list have expressly elected to receive e-mails from Shopify Partners.

1.10. Prospective Partners

Refers to any other marketing organizations and/or website owners and/or operators that may be potential partners of Shopify.

1.11 App Developer

Shall mean a Shopify Partner that develops applications using the Shopify Application Programming Interface (“Shopify API”) for distribution through the Shopify App Store.

1.12 Shopify Billing API

Refers to the billing program based on the Shopify API that allows merchants and Partners to create and issue charges to customers as well as remit payment to Shopify.

1.13. Related Entity[ies]

Shall mean any entity that, directly or indirectly, controls, is controlled by, or is under common control with, Shopify; where “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of another, whether through the ownership of voting securities, by contract, as trustee or executor, or otherwise.

1.14. Territory

Shall mean any area, location, territory or jurisdiction as defined by Shopify from time to time and subject to the terms of use of the Shopify Service.

1.15. Websites

Refers to any Shopify account associated with websites that are managed by a Shopify Partner that currently have or will have a marketing arrangement with Shopify.

1.16. Term

“Lifetime” refers to the period of time the store is in existence, and/or the period of time the Shopify Partner has a partner relationship with the store, and/or the period of time the Shopify Partner has an active partner account.

Which means

This section clarifies and defines any ambiguous words in the terms and conditions.

2.0 Responsibilities of the Partner

2.1 Activities

The Shopify Partner will use its best efforts to (a) promote and market Shopify, and (b) identify for Shopify prospective Leads. In no event shall Shopify Partner engage in any marketing or promotional activity related to Shopify in any area, location, territory or jurisdiction outside of the Territory as defined by Shopify from time to time. Shopify Partner shall bear all costs and expenses for such activities unless otherwise determined by Shopify, in its sole discretion.

2.2. Creative

All Creative will be solely provided by Shopify alone except where agreed to by Shopify in writing in advance. Shopify will provide Shopify Partner with copies of or access to Creative. The Creative shall be accessible from Shopify Partner Program website. The Creative is provided **“as is” and without warranty** of any kind.

Which means

Partners will do their best to promote Shopify using the creative materials provided by Shopify.

2.3. Use of Creative

Shopify Partner may display Creative on the Websites solely for the purpose of marketing and promoting Shopify brands promoted by Shopify and by Shopify Related Entities during the term of this Agreement, or until such earlier time as Shopify may, upon reasonable prior notice, instruct Shopify Partner to cease displaying the Creative. Shopify Partner may not alter, amend, adapt or translate the Creative without Shopify's prior written consent. Nothing contained in any Creative shall in any way be deemed a representation or warranty of Shopify or any of Shopify Related Entity. The Creative shall at all times be the sole and exclusive property of Shopify and no rights of ownership shall at any time vest with the Shopify Partner even in such instances where the partner has been authorized by Shopify to make changes or modifications to the Creative.

Which means

The creative materials Shopify provides cannot be changed and must be used only to promote the Shopify brand.

2.4. E-Mail Internet Marketing

In no event shall a Shopify Partner engage in any e-mail marketing or promotion with respect to Shopify and/or any Shopify Related Entity except as expressly set forth in this Agreement. In the event that Shopify Partner has an Opt-in List, Shopify Partner may make a written request to Shopify to send e-mails regarding the offering of Shopify and Shopify Related Entities to the individuals on the Opt-in List. In the event Shopify approves such request, Shopify Partner shall comply with all applicable laws, rules, regulations and directives, including but not limited to those relating to e-mail marketing and “spamming”. Without limiting the generality of the foregoing, Shopify Partner shall (a) not send any e-mail regarding Shopify and/or Shopify Related Entities to any individual or entity that has not requested such information and (b) always include “unsubscribe” information at the top and bottom of any e-mail regarding Shopify, Shopify Related Entities and/or the Shopify platform.

Which means

Partners cannot send e-mail marketing materials about Shopify without its permission.

If Shopify does give permission, the messages must comply with all the laws about this type of marketing.

2.5 Unauthorized & Prohibited Marketing Activities

In addition to the restrictions of Section 2.4 above, a Shopify Partner shall not (a) engage in any fax, broadcast or telemarketing and any other offline marketing methods with respect to Shopify, Shopify Related Entities and/or Shopify; (b) use Malware and/or Spyware techniques or use any other aggressive advertising or marketing methods in any of its dealings relating to Shopify, Shopify Related Entities and/or Shopify; (c) make any false, misleading or disparaging representations or statements with respect to Shopify, Shopify Related Entities or Shopify; (d) misrepresent the Shopify Partner's affiliation with Shopify; or (e) engage in any other practices which may affect adversely the credibility or reputation of Shopify, Shopify Related Entities or Shopify, including but not limited to, using any Website in any manner, or having any content on any Website, that (i) promotes sexually explicit materials, violence, discrimination based on race, sex, religion, nationality, disability, sexual orientation or age and/or any illegal activities or (ii) violates any intellectual property or other proprietary rights of any third party.

Which means

The partner cannot engage in any illegal or aggressive marketing techniques on behalf of Shopify.

The partner must not make any false or misleading statements about Shopify or represent anything that could cause harm to the credibility of the company.

2.6 Prohibited Marketing Activities by a Partner

A Shopify Partner shall not purchase search engine or other pay-per-click keywords (such as Google AdWords), or domain names that use Shopify or Shopify Technologies' trademarks and/or variations and misspellings thereof.

Which means

Partners cannot buy search engine advertising or domain names that mention “Shopify” in any way.

2.7. Compliance with Laws

In addition to, and without limiting the provisions of this Agreement, Shopify Partner shall perform its obligations hereunder in accordance with the highest applicable industry standards and in compliance with all applicable laws, rules and regulations.

Which means

The partner will comply with all laws that apply to them.

2.8. Partner Duty to Inform

Shopify Partner shall promptly inform Shopify of any information known to Shopify Partner related to any Leads or prospective partners that could reasonably lead to a claim, demand or liability of or against Shopify and/or the Shopify Related Entities by any third party.

Which means

The partner has to keep Shopify informed about leads and liabilities relating to the company.

3. Fees and payment

Shopify Partner shall be entitled to receive the Fees as set forth below under “Shopify Partner Commercial Terms” (the “Fees” and/or the “partner Fees”). The Fees shall be due on a periodic basis in accordance with the date of sign up to the Partner Program. All payments are subject to risk analysis considerations and Anti-Money Laundering procedures. Shopify reserves the right to demand and receive information about any Lead and to assess the competency of such Lead for payments. Shopify reserves the right to modify the Fee structure and/or the payment terms at any time upon reasonable advance notice to Shopify Partner. Shopify shall not be responsible to pay any commissions for a Lead created or owned in whole or in part by a Shopify Partner.

Which means

The partner will be paid fees for the customers they provide. Shopify will periodically pay these fees and has the right to alter them with notice to the partner.

4. Termination

4.1. Termination

Shopify may terminate this Agreement at any time, with or without cause, effective immediately upon notice to Shopify Partner.

Fraudulent or other unacceptable behaviour as defined by Shopify can result in termination of partner/client relationship or termination of partner account entirely without notice to, or recourse for, the Shopify Partner.

Shopify Partner, can terminate this Agreement at any time, with or without cause, effective immediately upon notice to Shopify.

Which means

Both Shopify and the partner can end this agreement at any time by providing notice.

If there is fraud or any other unacceptable behavior by the partner, Shopify can end the agreement without notice.

4.2. Consequences of Termination

Upon expiration or termination of this Agreement: (a) each Party shall return to the other Party all property of the other Party in its possession or control (including all Creative and all Confidential Information); (b) Shopify Partner shall immediately cease displaying any Creative on any Website or otherwise; and (c) all rights granted to Shopify Partner hereunder will immediately cease.

Which means

If the agreement ends, all creative material must be returned to Shopify and removed from the partner's websites.

5. Proprietary rights

5.1. Proprietary Rights of Shopify

As between Shopify Partner and Shopify, the Creative, all demographic and other information relating to Leads, Prospective partners and partners, the Platforms and all software, documentation, hardware, equipment, devices, templates, tools, documents, processes, methodologies, know-how, websites, and any additional intellectual or other property used by or on behalf of Shopify or otherwise related to Shopify, together with all copyrights, trademarks, patents, trade secrets and any other proprietary rights inherent therein and appurtenant thereto (collectively, "Shopify Property") shall be and remain the sole and exclusive property of Shopify. To the extent, if any, that ownership of any Shopify Property does not automatically vest in Shopify by virtue of this Agreement, or otherwise, Shopify Partner hereby transfers and assigns to Shopify, upon the creation thereof, all rights, title and interest Shopify Partner may have in and to such Shopify Property, including the right to sue and recover for past, present and future violations thereof.

Which means

All of the intellectual property you have access to belongs entirely to Shopify.

5.2. Shopify Trademarks

During the term of this Agreement, Shopify hereby grants to Shopify Partner a limited, revocable, non-exclusive and non-transferable license to display the Shopify trademarks, solely as necessary to perform Shopify Partner's obligations under this Agreement. Shopify Partner acknowledges and agrees that: (a) it will use the Shopify trademark only as permitted hereunder; (b) it will use the Shopify trademark in a lawful manner and in strict compliance with all format(s), guidelines, standards and other requirements prescribed by Shopify; (c) the Shopify trademark are and shall remain the sole property of Shopify; (d) nothing in this Agreement shall confer in Shopify Partner any right of ownership in the Shopify trademark and all use thereof by Shopify Partner shall inure to the benefit of Shopify; and (e) Shopify Partner shall not, now or in the future, contest the validity of any Shopify trademarks or use any term or mark confusingly similar to any Shopify Trademark.

Which means

Shopify owns the mark entirely and the partner agrees not to use it for anything illegal.

6. Confidential

Each Party agrees to use the other Party's Confidential Information solely as necessary for performing its obligations hereunder. Each Party agrees that it shall take all reasonable steps, at least substantially equivalent to the steps it takes to protect its own proprietary information, to prevent the duplication, disclosure or use of any such Confidential Information, other than (a) by or to its employees, agents and subcontractors who must have access to such Confidential Information to perform such Party's obligations hereunder, who each shall treat such Confidential Information as provided herein; or (b) as required by any law, regulation, or order of any court of proper jurisdiction over the Parties and the subject matter contained in this Agreement. Confidential Information shall not include any information which is: (i) in the public domain, or is already known by or in the possession of the non-disclosing Party, at the time of disclosure of such information; (ii) is independently developed by the non-disclosing Party without breaching any provisions of this Agreement; or (iii) is thereafter rightly obtained by the non-disclosing Party from a source other than the disclosing Party without breaching any provision of this Agreement.

Which means

Both Shopify and the partner agree to use confidential information only to perform the obligations of this agreement.

Confidential information must be protected and respected.

7. Disclaimer of warranty

Shopify makes no warranties hereunder, and Shopify expressly disclaims all warranties, express or implied, including, but not limited to, warranties of merchantability and fitness for a particular purpose. Without limiting the foregoing, Shopify further disclaims all representations and warranties, express or implied, that the platforms do not infringe or otherwise violate any intellectual property or other proprietary right of any third party in any jurisdiction, including, but not limited to, the territory. Shopify Partner understands and agrees that the platforms may not satisfy all of the leads' requirements and may not be uninterrupted or error-free.

Which means

Shopify makes no warranties about the platform or the company's ability to satisfy the needs of the customers.

8. Limitation of liability and indemnification

8.1. Limitation of Liability

Shopify shall have no liability with respect to the platforms or its obligations under this agreement or otherwise for any indirect, consequential, exemplary, special, incidental or punitive damages even if Shopify has been advised of the possibility of such damages. In any event, Shopify's liability to Shopify Partner under this agreement for any reason will be limited to the amounts paid to Partner by Shopify during the six (6) month period immediately preceding the event giving rise to the claim for damages. This limitation applies to all causes of action in the aggregate, including, but not limited to, breach of contract, breach of warranty, negligence, strict liability, misrepresentations, and other torts.

Which means

Shopify is limiting its liability in regard to the platform and its obligations under the contract.

If there is a liability owed to the partner, Shopify will provide no more than what was paid to the partner 6 months prior to the event.

8.2 Indemnification

8.2.1. Shopify Partner Indemnification.

Shopify Partner agrees to indemnify, defend and hold harmless Shopify and any Shopify Related Entities and the directors, officers, employees, subcontractors and agents thereof (collectively, the "Indemnified Party"), with respect to any claim, demand, cause of action, debt or liability, including reasonable attorneys' fees, to the extent that such action is based upon or arises out of: (a) Shopify Partner's breach of any representation, warranty, obligation or covenant under this Agreement; (b) Shopify Partner's gross negligence or willful misconduct; or (c) any warranty, condition, representation, indemnity or guarantee relating to Shopify and Shopify Related Entities granted by Shopify Partner to any Lead, Prospective partner or other third party.

Which means

The partner will cover all costs associated with a claim made against Shopify if it is caused by negligence, misconduct or breach of contract on the part of the partner.

8.2.2. Notice of Indemnification.

In claiming any indemnification hereunder, the Indemnified Party shall promptly provide Shopify Partner with written notice of any claim which the Indemnified Party believes falls within the scope of the foregoing paragraphs. The Indemnified Party may, at its own expense, assist in the defense if it so chooses, provided that Shopify Partner shall control such defense and all negotiations relative to the settlement of any such claim and further provided that any settlement intended to bind the Indemnified Party shall not be final without the Indemnified Party's written consent, which shall not be unreasonably withheld.

Which means

Shopify will notify the partner if any of the above claims occur and may choose to assist in the defense.

9. Non-exclusive remedies

In the event (a) Shopify Partner markets or promotes Shopify and/or any Shopify Related Entity that promotes the Shopify platform to any person or entity outside of the Territory or (b) of any breach or threatened breach of any provision of Sections 2, 5 and/or 6 above, in addition to all other rights and remedies available to Shopify under this Agreement and under applicable law, Shopify shall have the right to (i) immediately enjoin all such activity, without the necessity of showing damages or posting bond or other security, (ii) immediately terminate this Agreement and Shopify Partner's engagement hereunder, (iii) receive a prompt refund of all amounts paid to Shopify Partner hereunder and (iv) be indemnified for any losses, damages or liability incurred by Shopify in connection with such violation, in accordance with the provisions of Section 8 above.

Which means

If a partner markets the Shopify platform outside of the territory or breaches sections 2, 5 or 6, Shopify has rights outside of 'breach of contract'.

10. General provisions**10.1. Force Majeure**

If the performance of any part of this Agreement by either Party is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, riot, fire, judicial or governmental action (including, but not limited to, any law, regulation or embargo prohibiting the performance contemplated hereunder and/or the failure or refusal of a government agency to issue a license required for any performance pursuant to this Agreement), labor disputes, act of God or any cause beyond the reasonable control of that Party, the Party shall be excused from such performance to the extent that it is prevented, hindered or delayed by such cause. Notwithstanding anything herein to the contrary, the Party prevented from performing hereunder by a force majeure event shall nevertheless use its best efforts to recommence its performance hereunder as soon as reasonably practicable and to mitigate any damages resulting from its non-performance hereunder.

Which means

In case something serious happens outside the control of either Shopify or the partner, both will be excused from performance of duties associated with this event.

10.2. Independent Contractors

The Parties to this Agreement are independent contractors. Neither Party is an agent, representative or Related Entity of the other Party. Neither Party shall have any right, power or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture or partnership between the Parties or to impose any liability attributable to such a relationship upon either Party.

Which means

Both Shopify and the partner are considered to be independent contractors and are not agents of each other.

10.3. Notice

Any notice, approval, request, authorization, direction or other communication under this Agreement shall be given in writing and shall be deemed to have been delivered and given for all purposes (a) on the delivery date if delivered personally or by e-mail to the Party to which the same is directed; (b) two (2) business days after deposit with an internationally recognized commercial overnight courier service, with written verification of receipt; or (c) five (5) business days after deposit in certified or registered mail, return receipt requested, postage and charges prepaid, to the respective addresses of the Parties as set forth on the Registration Page.

Which means

Notice is considered to be sent on the day it is emailed, 2 days after it is given to a courier, or 5 days after it is placed in the mail.

10.4. No Waiver

The failure of either Party to insist upon or enforce strict performance by the other Party of any provision of this Agreement or to exercise any right under this Agreement shall not be construed as a waiver or relinquishment to any extent of such Party's right to assert or rely upon any such provision or right in that or any other instance; rather, the same shall be and remain in full force and effect. Each waiver shall be set forth in a written instrument signed by the waiving Party.

Which means

If a provision is not enforced by either party, it does not mean that they are waiving their rights to that provision.

10.5. Entire Agreement

This Agreement, including all Exhibits hereto, sets forth the entire agreement and supersedes any and all prior agreements, written or oral, of the Parties with respect to the subject matter hereof as set forth herein. Neither Party shall be bound by, and each Party specifically objects to, any term, condition or other provision that is different from or in addition to the provisions of this Agreement (whether or not it would materially alter this Agreement) and which is proffered by the other Party in any correspondence or other document, unless the Party to be bound thereby specifically agrees to such provision in writing.

Which means

This is a complete agreement and replaces previous agreements.

10.6. Assignment

All the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the Parties to this Agreement and to their respective heirs, successors, assigns and legal representatives. Shopify Partner shall have no right to assign or otherwise transfer this Agreement, or any of its rights or obligations hereunder, to any third party without Shopify's prior written consent, to be given or withheld in Shopify's sole discretion.

Which means

The partner cannot assign away or transfer this agreement to another party without Shopify's consent.

10.7. Applicable Laws

This Agreement shall be governed, construed and enforced in accordance with the laws of the Province of Ontario, Canada. Each Party agrees that any legal action, proceeding, controversy or claim between the Parties arising out of or relating to this Agreement may be brought and prosecuted only in a court of law in the Province of Ontario, Canada, and by execution of this Agreement each Party hereto submits to the exclusive jurisdiction of such court and waives any objection it might have based upon improper venue or inconvenient forum.

By marking the 'I have read and agree to the terms and conditions' checkbox, Shopify Partner hereby fully agrees with all terms and provisions.

Which means

This agreement is covered by the laws of Canada. If anything were to go wrong, Canada is where the issue would be litigated.

11. Shopify Partner Commercial Terms

11.1. Revenue Sharing Plans

All Fees payable to a Shopify Partner will be calculated based on either the Reference Plan or the App Plan (as defined below), whichever applicable.

The "Reference Plan" is a revenue sharing plan applicable where a Shopify Partner introduces Shopify to a Lead. Under the Reference Plan, such Shopify Partner is entitled to twenty percent (20%) of the total revenue received by Shopify from such client, with Shopify being entitled to the remaining eighty percent (80%).

The "App Plan" is a revenue sharing plan (together with the Reference Plan, the "Revenue Sharing Plans") which allocates revenue between Shopify and a Shopify Partner who has been selected to have their app sold through Shopify (the "Select Apps"). Under the App Plan, a Shopify Partner is entitled to eighty percent (80%) of the total revenues received by Shopify from the sale of such Select Apps, with Shopify being entitled to the remaining twenty percent (20%).

Which means

Partners are paid according to either the Reference Plan or the App Plan.

When partners introduce Shopify to a customer, they are paid 20% of the total revenue the company gets from that client.

If the partner's app is selected to be sold by Shopify, they are entitled to 80% of the total revenues the company receives for that app.

11.2. Payment Under Plans

For Shopify Partners and App Developers that utilize the Shopify Billing API, payments due under the Reference Plan and App Plan will be distributed to the Shopify Partner twice per month (the "Payment Period") via the Shopify Billing API. If the account balance of a Shopify Partner is less than USD\$25 at the end of the Payment Period, such funds will remain in the account until the end of the first Payment Period in which the account has USD\$25 or more.

Shopify Partners and App Developers that do not utilize the Shopify Billing API shall submit payments due under the Reference Plan or App Plan to Shopify monthly by way of wire transfer. The Shopify Partner is responsible for contacting apps@shopify.com to obtain the necessary banking information to execute the transfer. If the balance owed to Shopify is less than USD \$1,000, the Shopify Partner may defer payment until the outstanding balance at the end of a payment period is USD \$1,000 or more.

Notwithstanding the definition of Reference Plan in 11.1, Shopify shall not be responsible to pay any commissions for a Lead created or owned in whole or in part by a Shopify Partner.

Shopify reserves the right to cancel or modify the Shopify Partner Program Agreement in its entirety, including Fees & Payments and the Shopify Partner Commercial Terms, upon 60 days' notice to a Shopify Partner.

Which means

If the Partner uses the Shopify Billing API, the fees will be paid to the partner two times per month, unless the balance owed is less than \$25. If this is the case, Shopify will pay when the account grows to more than \$25.

If the Partner does not use the Billing API, the partner is responsible for transferring shared revenue to Shopify once the amount owed to Shopify reaches USD \$1,000.

Shopify can change or eliminate sections of the terms and conditions as long as they provide 60 days notice to the partner.

11.3. Reporting and Audit

App Developers that do not utilize the Shopify Billing API shall submit to Shopify a report indicating total revenues per quarter, within 30 days following the end of the App Developer's fiscal quarter.

Shopify shall have the right to appoint an independent auditor approved by App Developer, such approval not to be unreasonably withheld, under appropriate non-disclosure conditions, to audit App Developer's records to confirm App Developers's compliance with this Agreement. Any independent auditor appointed by Shopify shall provide App Developer with a report (along with supporting documentation) indicating the amount by which App Developer has overstated or understated the payments due by App Developer and a report on any other failures by App Developer to fulfill its obligations under the Agreement. Prompt adjustment shall be made by the proper party to compensate for any overpayments or underpayments disclosed by any such audit. Shopify shall bear all of the costs of any such audit, unless such audit reveals underpayment by more than five percent (5%) for the audited period, in which case, App Developer shall reimburse Shopify for all of the reasonable costs of such audit. In addition to the foregoing audit rights, Shopify shall also have the right to use the capabilities of the Service to confirm the number of Apps sold by the App Developer.

Which means

App Developers that do not use the Shopify Billing API must inform Shopify of total App sales each quarter.

Shopify can audit an App Developer's records to ensure the App Developer is remitting revenue to Shopify in accordance with the App Plan.

12. Use of API and App store

12.1 Use of API and App Store

Shopify Partners are permitted to develop applications for Shopify merchants using the Shopify API (“Apps”) to be distributed and/or sold in the Shopify App Store or on a third-party website. Shopify retains the right to remove an App from the Shopify App Store at any time.

App Developers are prohibited from bypassing Shopify API restrictions to automate administrative functions of the Shopify dashboard.

Which means

App Developers can develop and sell Apps for Shopify merchants in the Shopify App Store or third-party website such as the Apple iTunes App Store.

App Developers cannot bypass Shopify API restrictions.

12.2 Shopify Trademarks

Notwithstanding section 5.2, App Developers shall not use any Shopify trademark including the shopping bag logo, the mark “Shopify,” or variation of the word “Shopify,” in the name or design of an App unless granted express permission by Shopify.

App Developers may refer to Shopify and the Service in the promotion of the App for the sole purpose of letting customers know that the App is compatible with the Service.

Which means

App Developers cannot use the word “Shopify” or the Shopify shopping bag logo in the name or design of an App.

App Developers can let customers know that the App is compatible with Shopify in the description of the App.

12.3 Non-Solicitation of Reviews

App Developers are prohibited from soliciting reviews of an App on the Shopify App Store by offering a financial incentive, access to App functionality, or any other benefit to an App customer in exchange for the review.

Which means

App Developers cannot provide incentives to get customers to review their apps.

13. Additional considerations

As a courtesy please be advised that the Federal Trade Commission in the United States (“FTC”) has guidelines for governing endorsements and testimonials. These rules are aimed at increasing transparency between endorsers and consumers. As members of the Partner Program with Shopify you receive compensation for the affiliate referrals you make to the company. This may establish a “material connection” according to FTC rules, which creates an obligation to provide disclosure to your consumers.

Full compliance with these guidelines requires that information be provided to your consumers clearly and conspicuously, outlining that you are being compensated for referring clients to Shopify. For further information you may refer to the statement released by the FTC regarding these guidelines.

Which means

If you are in the United States you should stay up to date on the FTC laws that apply to you.

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